

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU
Luxottica of America, Inc.

Plaintiff,

-against -

View West Optical Inc.,
Dr. Larisa Ginzburg,
Vint & York Inc.

Defendants

Date Purchased:
INDEX NO.

S U M M O N S

Plaintiff's Address:
12 Harbor Park Drive
Port Washington, NY 11050
The basis of venue is:
CPLR § 503(a)

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff's Attorney(s) within 20 days after the serve of this summons, exclusive of the day of service for within 30 days after service is complete if this summons is not personally delivered to you within the State of New York; and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

DATED: New York, New York
May 22, 2019

/s/ John Manfredi

John Manfredi, Esq.
Manfredi Law Group, PLLC
ATTORNEY FOR PLAINTIFF
302 East 19th St. Suite 2A
New York, New York 10003
ph: (347) 614 7006

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU
Luxottica of America, Inc.

INDEX NO.

Plaintiff,

-against-

VERIFIED COMPLAINT

View West Optical Inc.,
Dr. Larisa Ginzburg,
Vint & York Inc.

Defendant

Plaintiff, by its attorney, Manfredi Law Group, PLLC as and for its complaint, against the Defendants, allege as follows:

1. That at all times hereinafter mentioned, the Plaintiff is a New York corporation with offices at 12 Harbor Park Drive, Port Washington, New York 11050.
2. That at all times hereinafter mentioned, Defendant View West Optical Inc. is a New York corporation with offices at 72 Atlantic Ave, Lynbrook, New York
3. That at all times hereinafter mentioned, Vint & York Inc. is a New York corporation with offices at 247 Elizabeth Street, New York, NY 10012.
4. That upon information and belief, the Defendant, Dr. Larisa Ginzburg has offices at 247 Elizabeth Street, New York, NY 10012.
5. Upon information and belief, Dr. Larisa Ginzburg is the principal and owner of View West Optical Inc. and of Vint & York Inc.
6. This action is commenced in the County of Nassau because the Plaintiff and Defendant have offices in Nassau County.

FACTS

7. Plaintiff filed this action for recovery monies due based on the nonpayment for goods sold and delivered.
8. Plaintiff is a wholesale manufacturer and distributor of eye glass frames.
9. Defendants View West Optical Inc. of Vint & York Inc. are retail stores that that are in the business of selling eye glasses.
10. Between 6/13/2017 and 2/28/18, Defendants placed orders with Plaintiff for purchase and delivery of eye glass frames.

11. That from August through November , 2017 Plaintiff delivered to Defendant successive shipments of eyeglass frames with invoices.
12. The invoices are attached as Exhibit A.
13. Defendants confirmed receipt of the shipments and did not object to the invoices.
14. Defendants did not return any of the shipments.
15. Upon information and belief, Defendants resold the eye glass frames.
16. The repayment terms have not been modified, whether written or oral.
17. The Defendants accepted the eye glass frames but failed to pay the purchase price.
18. Vint & York Inc. is included in this lawsuit as the successor in interest and alter ego to View West Optical, Inc.
19. Upon information and belief, Vint & York Inc. resold the eye glass frames and benefitted from the goods received from the Plaintiff.
20. Dr. Larisa Ginzburg, in her personal capacity, benefited from the sale of goods from the Plaintiff.
21. That the Plaintiff relief upon the representations and orders placed by Dr. Larisa Ginzburg.
22. Dr. Larisa Ginzburg, in her personal capacity, benefited from the sale of goods from the Plaintiff.
23. The Defendants' accepted and failed to return the eye glass frames to the Plaintiff.
24. The unpaid balance of the shipped eye glass frames is \$87,312.12 together with pre-judgment interest.

FIRST CAUSE OF ACTION

(breach of contract)

25. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in paragraphs "1" through "24" with the same force and effect.
26. Plaintiff performed all obligations under the agreement to ship eye glass frames to the Defendant.
27. Defendant View West Optical Inc. breached the agreement by failing to pay the purchase price.
28. By reason of the foregoing, the Defendant View West Optical Inc. is liable to the Plaintiff for the sum of \$87,312.12 plus pre-judgment interest.
29. "Under New York law, 'a plaintiff who prevails on a claim for breach of contract is entitled to prejudgment interest as a matter of right.' U.S. Naval Inst. v. Charter Commc'ns, Inc., 936 F.2d 692, 698 (2d Cir.1991) (citing N.Y. C.P.L.R. §§ 5001, 5002). Section 5001(a) of the New York Civil Practice Law and Rules provides, in relevant part, that "[i]nterest shall be computed from the earliest ascertainable date the cause of action existed[.]" CPLR § 5001(b). In New York, the statutory rate for prejudgment interest in a breach of contract action is nine percent per year. N.Y. C.P.L.R. §

5004; Marfia v. T.C. Ziraat Bankasi, 147 F.3d 83, 90 (2d Cir.1998). Quincy Mut. Fire Ins. Co. v New York Cent. Mut. Fire Ins. Co., 89 F Supp 3d 291, 313 [NDNY 2014].

30. Accordingly, Plaintiff is entitled to accrued prejudgment interest, calculated at 9.0% per annum from the date of the last unpaid invoice.

SECOND CAUSE OF ACTION

(unjust enrichment)

31. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in paragraphs “1” through “30” with the same force and effect.
32. Defendants have been unjustly enriched for the sum of goods delivered to the Defendants.
33. By reason of the foregoing, the Defendants’ are liable to the Plaintiff for the sum of \$87,312.12;

THIRD CAUSE OF ACTION

(account stated)

34. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in paragraphs “1” through “33” with the same force and effect.
35. The Invoices were sent to the Defendant.
36. Defendant View West Optical Inc. did not object to the invoices.
37. As a result of the foregoing, the Defendants are indebted to the Defendant View West Optical Inc. in the sum of \$87,312.12;

FOURTH CAUSE OF ACTION

(Quantum Valebant)

38. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in paragraphs “1” through “37” with the same force and effect.
39. The reasonable value of the goods is \$87,312.12.
40. Defendants accepted delivery and retained benefits of the Plaintiff’s good without objection, leaving a full balance of \$87,312.12.
41. Upon information and belief, each of the Defendants benefitted from the value of goods shipped by the Plaintiff.
42. Defendants are indebted to the Defendants in Quantum Valebant in the sum of \$87,312.12;

FIFTH CAUSE OF ACTION

(goods sold and delivered)

43. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in paragraphs “1” through “42” with the same force and effect.

44. The Defendant bought goods from the Plaintiff and must pay the contract price of the goods it accepted. U.C.C. § 2-607(1). U.C.C. § 2-607(1) requires the buyer to pay the contract rate for any goods accepted; unless, pursuant to U.C.C. § 2-607(3)(a), the buyer notifies the seller of a breach within a reasonable time after he discovers or should have discovered any breach.
45. U.C.C. § 2-607(4) places the burden on the buyer to establish any breach with respect to goods accepted.
46. UCC § 2-607 states:
1. The buyer must pay at the contract rate for any goods accepted.
 2. Acceptance of goods by the buyer precludes rejection of the goods accepted and if made with knowledge of a non-conformity cannot be revoked because of it unless the acceptance was on the reasonable assumption that the non-conformity would be seasonably cured but acceptance does not of itself impair any other remedy provided by this Article for non-conformity.
 3. Where a tender has been accepted
 - 1 the buyer must within a reasonable time after he discovers or should have discovered any breach notify the seller of breach or be barred from any remedy; and
 - 2 if the claim is one for infringement or the like (subsection (3) of Section 2-312) and the buyer is sued as a result of such a breach he must so notify the seller within a reasonable time after he receives notice of the litigation or be barred from any remedy over for liability established by the litigation.
 4. The burden is on the buyer to establish any breach with respect to the goods accepted.
47. Under subsection (1), the Official Comment states that once the buyer accepts a tender the seller acquires a right to its price on the contract terms. (Official Comment, McKinney's UCC § 2-607).
48. Here, the Defendants accepted the goods delivered by the Plaintiff and made no written, oral, or obvious objections to the goods received.
49. Therefore, the Plaintiff is entitled to the contract price.
50. Once goods are accepted, a buyer may revoke such an acceptance pursuant to UCC § 2-608.
51. UCC § 2-608. Revocation of Acceptance in Whole or in Part
1. The buyer may revoke his acceptance of a lot or commercial unit whose non-conformity substantially impairs its value to him if he has accepted it

1. on the reasonable assumption that its non-conformity would be cured and it has not been seasonably cured; or
 2. without discovery of such non-conformity if his acceptance was reasonably induced either by the difficulty of discovery before acceptance or by the seller's assurances.
 2. Revocation of acceptance must occur within a reasonable time after the buyer discovers or should have discovered the ground for it and before any substantial change in condition of the goods which is not caused by their own defects. It is not effective until the buyer notifies the seller of it.
 3. A buyer who so revokes has the same rights and duties with regard to the goods involved as if he had rejected them.
52. The Defendants actions have not conformed to any of the exceptions set forth in the preceding passage.
53. The Defendants did not revoke acceptance of the goods within a reasonable time after accepting the goods, via written, oral, or other manifest communication.
54. At no time have the defendants made reference to the quality or condition of the goods received.
55. Plaintiff respectfully requests a judgment against View West Optical Inc. for the sum of \$87,312.12 plus pre-judgment interest accruing at 9.0% per annum;

SIXTH CAUSE OF ACTION

(fraud)

56. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in paragraphs "1" through "55" with the same force and effect.
57. Upon information and belief, Dr. Larisa Ginzburg is the principal and owner of View West Optical Inc. of Vint & York Inc.
58. That the individual defendant Dr. Larisa Ginzburg benefitted in her personal capacity from the shipments attached as Exhibit A.
59. The elements of a cause of action for fraud are representation of a material fact, falsity, scienter, reasonable reliance and injury.
60. The Defendant Dr. Larisa Ginzburg placed the orders for her corporation View West Optical, Inc., was entrusted to receive and pay for the sum of goods delivered to her corporation.
61. That the Defendant Dr. Larisa Ginzburg intended to deceive the Plaintiff, because the goods were promised to be paid for, the goods delivered were used by an alternate corporation, and the Plaintiff relied upon the representations made by Dr. Larisa Ginzburg.
62. That the aforementioned fraud alleged is collateral to the contractual obligation.

63. The Plaintiff relied on the Defendant Dr. Larisa Ginzburg to make payments honestly through one corporation, based on the duration of the shipments to that corporation, and that reliance caused significant monetary loss and damages to the Plaintiff.
64. Dr. Larisa Ginzburg assumed control over the Plaintiff's product through use of an alternate corporation.
65. Plaintiff is entitled to actual damages and all "consequential damages naturally flowing from a fraud" to the extent required "to restore a party to the position occupied before commission of the fraud." Alpert v. Shea Gould Climenko & Casey, 160 A.D.2d 67 (1st Dep't 1990).
66. Plaintiff respectfully requests a judgment against Larisa Ginzburg for the sum of \$87,312.12 together with consequential damages.

SEVENTH CAUSE OF ACTION

(successor liability)

67. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in paragraphs "1" through "66" with the same force and effect.
68. Upon information and belief, Vint and York, Inc. is included in this lawsuit as successor to View West Optical Inc.
69. Upon information and belief, Vint and York, Inc. is a continuation of View West Optical Inc.
70. Upon information and belief, Vint and York, Inc. is the same business operation as View West Optical Inc.
71. Upon information and belief, Vint and York, Inc. and View West Optical Inc. have the same owner.
72. Upon information and belief, Vint and York, Inc. benefited from the shipments attached as Exhibit A.
73. Plaintiff respectfully requests a judgment against Vint and York, Inc. for the sum of \$87,312.12.

WHEREFORE, the Plaintiff demands the entry of a Judgment against the Defendants as follows:

74. On the First Cause of Action against the Defendant View West Optical Inc. for the sum of \$87,312.12 plus pre-judgment interest accruing at 9.0% per annum;
75. On the Second Cause of Action against the Defendant View West Optical Inc. for the sum of \$87,312.12;
76. On the Third Cause of Action against the Defendant View West Optical Inc. for the sum of \$87,312.12;
77. On the Fourth Cause of Action against the Defendants for the sum of \$87,312.12;

78. On the Fifth Cause of Action against the Defendant View West Optical Inc. for the sum of \$87,312.12 plus pre-judgment interest accruing at 9.0% per annum;
79. On the Sixth Cause of Action against the Defendant Larisa Ginzburg for the sum of \$87,312.12 together with consequential damages;
80. On the Seventh Cause of Action against the Defendant Vint and York, Inc. for the sum of \$87,312.12;
81. Granting the Plaintiff costs and disbursements of this action;
82. Granting the Plaintiff such other, further, and different relief as this Court deems just and proper.

VERIFICATION: The undersigned, affirms under penalties of perjury, that he is a member of the firm appearing as attorney of record for the Plaintiff, has read this complaint and knows its contents, and that the same is alleged upon information and belief and believes it to be true. Affirmant states that the grounds of his belief is correspondence furnished to him by the Plaintiff and interviews with officers of the Plaintiff. This verification is made by Affirmant because Plaintiff's place of business is located outside the County where Affirmant maintains his law practice and the plaintiff has authorized me to make said Verification on its behalf. This verification is affirmed on May 10, 2019.

DATED: New York, New York
May 21, 2019

/s/ John Manfredi
John Manfredi, Esq.
Manfredi Law Group, PLLC
ATTORNEY FOR PLAINTIFF
302 East 19th St. Suite 2A
New York, New York 10003
ph: (347) 614 7006

INDEX NO.
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

Luxottica of America, Inc.

Plaintiff

-against-

View West Optical Inc., et al.

Defendant(s)

SUMMONS AND VERIFIED COMPLAINT

Signature (Rule 130-1.1-a)

/s/ John S Manfredi

John S Manfredi

Manfredi Law Group, PLLC
Attorney for Plaintiff
302 East 19th St. Suite 2A
New York, New York 10003
Phone (347) 614 7006
Fax (347) 332 1740

Service of a copy of the within ____ is hereby admitted.

Dated,

Attorney(s) for

Sir: Please take notice

NOTICE OF ENTRY

That the within is a (certified) true copy of a duly entered in the office of the clerk of the within named court on

NOTICE OF SETTLEMENT

That an order _____ of which the within is a true copy of a Settlement to the HON. presented for one of the judges

Of the within named Court, at

On the ____ day of _____ 2019 at _____ AM

Dated,

Exhibit A

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

STEPHEN DIDOVICH
1620 E 2ND ST APT 6A
BROOKLYN, NY 11230
Account No. XXXXX6756

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 04/19/19.

On or about 10/30/06, the BORROWER executed a promissory note to secure a Federal Family Education Loan Program Consolidation loan from CHASE USA/SALLIE MAE. The loan was disbursed for \$15,366.30 on 11/24/06 at 7.25% interest per annum. The loan obligation was guaranteed by AMERICAN STUDENT ASSISTANCE, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$14,905.31 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 03/23/08, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$16,852.73 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 10/16/13, assigned its rights and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$16,852.73
Interest:	\$13,508.97
Total debt as of 04/19/19:	\$30,361.70

Interest accrues on the principal shown here at the rate of \$3.35 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:

4/19/19



Loan Analyst
Litigation Support Unit

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff(s)

v.

Defendant(s)

)
)
)
)
)
)
)
)
)
)
)

Civil Action No. _____

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

United States of America

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

John Manfredi
Manfredi Law Group, PLLC
302 East 19th Street, Suite 2A, New York, New York 10003 ph 347 614 7006

DEFENDANTS

Stephen Didovich

County of Residence of First Listed Defendant Kings

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

N/A

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- X 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	' 1	' 1	Incorporated or Principal Place of Business In This State	' 4	' 4
Citizen of Another State	' 2	' 2	Incorporated and Principal Place of Business In Another State	' 5	' 5
Citizen or Subject of a Foreign Country	' 3	' 3	Foreign Nation	' 6	' 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input checked="" type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities-Employment <input type="checkbox"/> 446 Amer. w/Disabilities-Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- X 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$30,361.70

CHECK YES only if demanded in complaint:

JURY DEMAND:

No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE June 1, 2019

SIGNATURE OF ATTORNEY OF RECORD /s/ John Manfredi

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, _____, counsel for _____, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

the complaint seeks injunctive relief,

the matter is otherwise ineligible for the following reason

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that “A civil case is “related” to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge.” Rule 50.3.1 (b) provides that “ A civil case shall not be deemed “related” to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties.” Rule 50.3.1 (c) further provides that “Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be “related” unless both cases are still pending before the court.”

1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? No

2.) If you answered “no” above:

a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? No

b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes

c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

No

I certify the accuracy of all information provided above.

Print

Save As...

Reset